

1 meet-point MECAB traffic, is this traffic that's
2 recorded by two switches? In other words, does
3 Verizon record the traffic and does WorldCom record
4 the traffic? And--I will stop. Go ahead and
5 answer the question, Mr. D'Amico.

6 MR. D'AMICO: Typically what happens is
7 the originating switch makes the recording, so if
8 it was a call that went from WorldCom through
9 Verizon's tandem to the IXC, the--WorldCom would
10 make that recording. If it was a call coming from
11 the IXC to Verizon into WorldCom, Verizon would
12 make that record. What MECAB is about is about the
13 exchange of that data so each party can bill their
14 respective charges.

15 MS. DAILEY: So, in other words, what I
16 was getting at is the purpose of this it's really
17 critical that the information gets exchanged. It's
18 not redundant; is that correct?

19 MR. D'AMICO: Correct.

20 MS. DAILEY: Okay. Is it correct that the
21 parties have agreed to go with the multiple-bill
22 single-tariff method?

1 MR. D'AMICO: I believe so, with the
2 exception of when there is a third party involved,
3 then we probably would have to do a
4 multiple-to-multiple tariff.

5 MS. DAILEY: Okay. Can either party tell
6 me what the current agreement provides regarding
7 the billing percentages, the meet-point billing
8 percentages.

9 MR. D'AMICO: I don't know the specifics.

10 MS. DAILEY: Mr. Argenbright, do you know?

11 MR. ARGENBRIGHT: I don't know the
12 specifics either.

13 MS. DAILEY: Okay. On the subject of
14 meet-point billing percentages, I believe that
15 Verizon--I think there was testimony earlier that
16 Verizon suggested that one of the MECAB's billing
17 percentages's options, one of four; correct?

18 MR. D'AMICO: Yes, ma'am.

19 MS. DAILEY: But there are additional ones
20 contained in the MECAB document; is that correct?

21 MR. D'AMICO: Yes.

22 MS. DAILEY: Mr. Argenbright, could you

1 tell us which one of the four options WorldCom
2 prefers. Or does it matter?

3 MR. ARGENBRIGHT: Yeah. I can't tell you
4 exactly. Again, not being one of the billing
5 people, I can't tell you the exact method that we
6 would prefer. I think our broader concern from the
7 policy perspective is that the MECAB document
8 allows and provides for a variety of methods, and I
9 think the reason that there are a variety of
10 methods is that in different circumstances you may
11 need different methods. That is kind of what we
12 are trying to preserve. We may be able to agree--I
13 don't know--on the methods selected by Verizon in
14 its proposed language, but we are uncomfortable to
15 see that as the only option out of the MECAB
16 document.

17 MS. DAILEY: Okay. Let me ask another
18 clarifying question about what the parties have
19 resolved. Have the parties resolved--it sounds
20 from what Mr. Monroe said, that maybe the issue of
21 liability for failure to provide certain forms of
22 switched access usage data has been resolved? And

1 it seems to me that there is a difference between
2 1101XX traffic where the parties appear to have
3 agreed to a liability or resolution process, should
4 I say, and the 1105XX traffic where the parties
5 have not agreed; is that accurate?

6 MR. D'AMICO: Which section are you
7 looking at?

8 MS. DAILEY: I guess what I was looking at
9 is Verizon--it was identified in the revised JDPL
10 as Section 9.8. Maybe you could tell me what that
11 revised JDPL language addresses, because it was
12 modified from the prior version.

13 MR. D'AMICO: What 9.8 says is--at the end
14 of it it says that in the event that data is lost,
15 that if such data is not recoverable, the parties
16 will work cooperatively to provide estimates to the
17 other party to facilitate the billing for the IXCs.
18 So, that's basically saying if for some reason the
19 data gets lost--again, this doesn't happen all the
20 time, but if it does happen, you can't re-create
21 it, then the parties will work together and say,
22 "okay, the last six months it was a million

1 minutes, so nothing has changed, let's bill based
2 on these estimates." I think what WorldCom is then
3 saying is once we both try and bill the
4 interexchange carrier, that if the interexchange
5 carrier tells us to fly a kite or take a walk or
6 whatever, that then Verizon would be responsible
7 for that, and that's our concern.

8 MS. DAILEY: Mr. Argenbright, do you agree
9 with that?

10 MR. ARGENBRIGHT: I agree that that's
11 Verizon's position. Although I don't know what
12 discussions have gone on in terms of modifying this
13 language, the version of the JDPL I'm looking at is
14 the same as was just discussed. And our position
15 is that there should be some liability for a
16 failure to get the right records or adequate
17 records to allow for the billing.

18 And that liability goes to both parties,
19 be it WorldCom or Verizon.

20 MS. DAILEY: Okay. It's my own confusion
21 with respect to the liability issue.

22 What is the difference between 1101XX and

1 1105XX records? What do those two terms refer to?

2 MR. D'AMICO: I think one is a summary
3 record, and one is detail record. In other words,
4 if a terminating record comes in through Verizon,
5 we are going to send an 110101--I think that's
6 it--to WorldCom. They then take that record and
7 combine it with their originating records and send
8 us back a summary record, which is a combination of
9 the originating and terminating. I'm pretty sure
10 that's the difference.

11 MR. ARGENBRIGHT: I would agree with that
12 description. That's my understanding as well, with
13 the purpose of that summary record coming back to
14 ensure that the billing is synchronized between the
15 two meet-point parties.

16 MS. DAILEY: Am sorry if I'm confused.
17 The second 1105XX is the summary?

18 MR. D'AMICO: Yes.

19 MS. DAILEY: Let me ask another question
20 about the multiple-bill single-tariff method. I
21 don't want to open a can of worms here. Is this
22 single tariff a jointly filed tariff? When you

1 referred to the single tariff, is that a jointly
2 filed tariff?

3 MR. D'AMICO: I don't believe so.

4 MR. ARGENBRIGHT: No, that is the
5 multiple-bill single tariff. Although it seems
6 misnamed, it means that each party will send a
7 bill, and the rates in that bill will be based on
8 each party's individual tariff.

9 MS. DAILEY: That's very helpful.

10 Can either party testify on what the
11 current agreement provides regarding liability for
12 failure to provide switched access detailed usage
13 data?

14 MR. D'AMICO: I don't know--I do not know
15 if that's addressed in the current contract.

16 MS. DAILEY: Mr. Argenbright?

17 MR. ARGENBRIGHT: I'm afraid I can't
18 address that either.

19 MS. DAILEY: Just a few more questions
20 about MECAB.

21 Does the MECAB document address the issue
22 of liability?

1 MR. D'AMICO: I do not know.

2 MS. DAILEY: Mr. Argenbright?

3 MR. ARGENBRIGHT: I don't know either.

4 RECORD REQUEST

5 MS. DAILEY: Okay. Let me state at the
6 outset, I'm going to ask a few questions about what
7 the MECAB document contains, and if people either
8 don't know or if they do know and it does contain
9 language with respect to this, I would like to have
10 the parties provide the Commission with the portion
11 of the MECAB document, not the entire MECAB
12 document that addresses that issue. If each party
13 can do that, then I assume you will both be fully
14 covered. And that would be a record request.

15 MR. MONROE: Do you want an affirmative
16 reply from the party as to each question, even if
17 the answer is we don't believe the document
18 contains anything regarding that?

19 MS. DAILEY: If the parties know right now
20 at the hearing that it doesn't contain what I'm
21 about to ask for, what I just asked for, for
22 example, with respect to limitation-of-liability

1 issue, if the parties know here at the hearing that
2 it doesn't contain any information on that, then
3 they could say that right now, and that will take
4 care of it. If they don't know or if they say,
5 "Yes, it does address that issue," I would like
6 them to provide the section of the document that
7 addresses that.

8 MR. MONROE: And then another case is if
9 they don't know and discover or can't find that it
10 does address it, then you want a reply with the data
11 request that says we don't think it covers it?

12 MS. DAILEY: Yes, please.

13 MR. MONROE: Okay.

14 MS. DAILEY: Does the MECAB document
15 address the issue of audits of the various
16 components of access records?

17 MR. D'AMICO: I don't know. I could tell
18 you right now I'm not that familiar with it.

19 MS. DAILEY: Okay.

20 MR. D'AMICO: It has a lot of things
21 covered in it, so we will have to check on that.

22 MS. DAILEY: And Mr. Argenbright, do you

1 know?

2 MR. ARGENBRIGHT: I don't know
3 specifically. I know there is a section in the
4 MECAB document that is entitled "Adjustment
5 Procedures," but I don't know the contents of that.

6 RECORD REQUEST

7 MS. DAILEY: Well, that's something to
8 provide.

9 MR. D'AMICO: What was that record
10 request?

11 MS. DAILEY: I was asking for audit
12 provisions.

13 Have the parties agreed to electronic data
14 transfer of switched access detail?

15 MR. D'AMICO: Yes, there is language that
16 says that's one of the forms. I don't know if we
17 worked out all of the electronic wires and all
18 that.

19 MS. DAILEY: And where is that in
20 Verizon's proposed language?

21 MR. D'AMICO: How about 9.8. It says in
22 the middle "on magnetic tape or via such other

1 media as the parties may agree to."

2 MS. DAILEY: Is that what WorldCom had in
3 mind when it talked about electronic transfer of
4 switched access detail? Is that language
5 acceptable?

6 MR. ARGENBRIGHT: I believe we wanted
7 something a little more affirmative that we would
8 rely on electronic data transfer as opposed to mag
9 tapes or things like that.

10 MS. DAILEY: Okay. Does the MECAB
11 document discuss electronic data transfer? That's
12 another MECAB issue.

13 And finally about the MECAB document, does
14 it address error reporting, including timing?

15 I only have a couple more questions. I
16 believe that Verizon's proposal, 9.13, contains a
17 provision regarding audits. And I'm wondering if
18 the contract doesn't already provide for audits and
19 why there is a special provision necessary in this
20 section.

21 MR. D'AMICO: I think that may be correct.
22 I remember seeing one of our comments that possibly

1 audit--that we would have to look at the other
2 audit section to ensure it encompasses this. The
3 reason it was in here is just to make sure, but we
4 could look at that.

5 MS. DAILEY: Okay. Verizon has language,
6 I believe, with respect to the meet-point billing
7 percentages. I'm sorry I haven't gotten the right
8 language here. There is a reference made--and I'm
9 pretty confident it's in here--"Meet-point billing
10 percentages are calculated except as modified
11 herein and by Verizon's applicable tariffs." And
12 I'm wondering--it's not fair to ask you this
13 question without having the correct language in
14 front of you.

15 MR. EDWARDS: 9.17.

16 MR. D'AMICO: 9.17 on page 153.

17 MS. DAILEY: That's not the language I was
18 looking for. I'm sorry, let's look at Section 9.1.

19 MR. D'AMICO: Okay.

20 MS. DAILEY: Okay. That's what I was
21 looking for. It says, (reading) MCI and Verizon
22 will establish meet-point billing arrangements in

1 order to provide a common transport option to
2 switched access service customers via Verizon
3 access tandem in accordance with the meet-point
4 billing guidelines contained in MECAB and MECOD
5 documents except as modified herein and otherwise
6 agreed to by the parties or, as appropriate, filed
7 in the parties' applicable tariffs.

8 What tariffs are we talking about here?

9 MR. D'AMICO: The access tariffs.

10 MS. DAILEY: Is that the only tariff
11 that's at issue?

12 MR. D'AMICO: Yes.

13 MS. DAILEY: Okay. That's it. Thanks.
14 Sorry for the delay.

15 MR. MONROE: Could I just review the
16 record requests, the items to make sure I got them.

17 MS. DAILEY: Sure.

18 MR. MONROE: I got four. Liability for
19 records; audits; electronic data transfer; and
20 error reporting, including timing. Did I catch
21 them all?

22 MS. DAILEY: And also the meet-point

1 billing percentages. That was, I think, the first
2 thing that I mentioned before I made clear that I
3 was going to ask for MECAB on all of them. Please
4 don't give me the whole MECAB document.

5 MR. MONROE: On that last one on
6 meet-point billing percentages, you just want the
7 section showing the options that are listed?

8 MS. DAILEY: Yeah. I think there was
9 testimony there were four options; I think that's
10 correct.

11 MR. MONROE: I think there are four
12 options that I recall. There was testimony to that
13 effect or not. Thank you.

14 MR. STANLEY: Just back to IV-11 just for
15 one second, do either Verizon or WorldCom know
16 whether this specific issue has been arbitrated in
17 other states? Let me be more clear. Whether the
18 Verizon's proposal about what to do with traffic
19 that's--that doesn't have a CPN attached, and
20 WorldCom's proposal about what to do with traffic
21 that doesn't have a CPN attached, whether those
22 proposals have been arbitrated in other states.

1 MR. D'AMICO: I'm not aware of any.

2 MR. EDWARDS: Mr. Stanley, I think there
3 are a couple.

4 RECORD REQUEST

5 MR. STANLEY: Could I make a record
6 request, then.

7 MR. HALL: New York and Massachusetts
8 addressed it.

9 MR. STANLEY: Just a record request for
10 the cites to those.

11 Just a question for the panel. Is it
12 Verizon's proposal about what to do with the
13 traffic that doesn't have the CPN attached or
14 WorldCom's proposal about what to do with this, is
15 either one of these--can you characterize it as the
16 industry norm?

17 MR. D'AMICO: I'm not sure what the other
18 ILECs do.

19 MR. STANLEY: Mr. Argenbright?

20 MR. ARGENBRIGHT: I'm not familiar with
21 other ILECs and CLECs' agreements in this regard.
22 I know the sharing of these PIU/PLU factors in the

1 long-distance world is pretty common.

2 RECORD REQUEST

3 MR. STANLEY: I guess I would just make
4 that another record request. If either side wants
5 to put something in the record that one or the
6 other of these is the industry norm, then that
7 would be my other record request.

8 Let me change that second one to if there
9 are specific instances of how this traffic is
10 handled in other jurisdictions, if you could let us
11 know.

12 MR. MONROE: By that you mean things like
13 what parties might have agreed to in other
14 jurisdictions?

15 MR. DYGERT: Or resulted from an
16 arbitrated agreement.

17 MR. MONROE: I thought that was the
18 previous one, if there had been arbitrations. And
19 this one would be referring to if the parties
20 agreed to something without needing an arbitration?

21 MR. STANLEY: Yeah, I think that would
22 cover it.

1 MR. MONROE: Okay.

2 MR. DYGERT: Any redirect for this panel?

3 MR. MONROE: I have none.

4 MR. EDWARDS: I have none.

5 MR. DYGERT: I'm happy to say we are
6 finished.

7 MS. MERIWEATHER: Actually, before you
8 finish, can I get something in. Earlier today,
9 when we discussed issue IV-74, there were questions
10 about what language--that was the billing question.
11 I actually--there were some questions regarding
12 which--what WorldCom's proposed language said or
13 didn't say. And because we are working for
14 language that's different than what we initially
15 filed due to negotiations, if there is no objection
16 I would like to move that the compromised contract
17 language that WorldCom would be happy to live with
18 be moved into the record as an exhibit.

19 MR. DYGERT: All right. That would be
20 WorldCom Exhibit 51, I believe.

21 MS. MERIWEATHER: It's the document we
22 circulated to the Verizon witnesses and lawyers

1 this morning.

2 MR. DYGERT: Well, I gather there is no
3 objection from Verizon?

4 MR. OATES: No, we have none.

5 MR. DYGERT: Thank you. That's admitted
6 as WorldCom Exhibit 51.

7 (WorldCom Exhibit No. 51 was
8 admitted into evidence.)

9 MR. OATES: I would just--this is language
10 that Ms. Meriweather is regarding issue IV-74 which
11 indeed was presented to us today. There continues
12 to be discussion. We would like the opportunity to
13 augment the record later on if, in fact, an
14 agreement is not reached with whatever language we
15 propose in response.

16 MR. DYGERT: I think that's fine.

17 MR. OATES: Thank you.

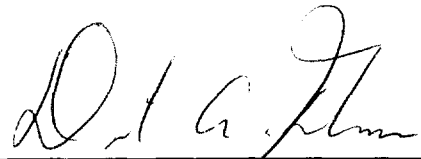
18 (Whereupon, at 6:30 p.m., the hearing was
19 adjourned until 9:00 a.m., Monday, October 22,
20 2000.)

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C E R T I F I C A T E

I, **DAVID A. KASDAN**, RMR, the Official Court Reporter for Miller Reporting Company, Inc., hereby certify that I recorded the foregoing proceedings; that the proceedings have been reduced to typewriting by me, or under my direction and that the foregoing transcript is a correct and accurate record of the proceedings to the best of my knowledge, ability and belief.

A handwritten signature in cursive script, appearing to read "David A. Kasdan", is written over a horizontal line.

DAVID A. KASDAN, RMR